

## **SOFTWARE REQUEST INSTRUCTIONS**

Please read the attached License Agreement carefully before proceeding with your license request. By signing and submitting the Engineering Software License Request form, you accept the terms and conditions of the License Agreement.

Either print out the Request Form and fill out by hand or fill out the Request Form online providing all requested information. The File/Print command can be used to print out the request form. **Payment of license fees can only be made by check. Payment must include 6% PA Sales Tax, if applicable. Tax-Exempt Organizations must submit a Pennsylvania Exemption Certificate (Form REV-1220).** Form REV-1220 can be found at <http://www.revenue.pa.gov/FormsandPublications/FormsforBusinesses/Documents/Sales-Use%20Tax/rev-1220.pdf>. **The sales tax does not apply to out-of-state organizations as long as both the Mailing Address and the Site License Address are outside of Pennsylvania.**

Make checks payable to "**Pennsylvania Department of Transportation**". Please make sure the Request Form is signed by an authorized senior officer and all requested information is provided. Incomplete information will delay delivery of the software. Send completed Request Form and payment to:

### **US Postal Service Address**

Pennsylvania Department of Transportation  
OA-Bureau of Solutions Management  
Highway Applications Division  
P.O. Box 8213  
Harrisburg, PA 17105-8213  
Tel: (717) 783-8829  
Fax: (717) 705-5529

### **Overnight Mail Address**

Pennsylvania Department of Transportation  
OA-Bureau of Solutions Management  
Highway Applications Division  
Commonwealth Keystone Building, 5th Floor  
400 North Street  
Harrisburg, PA 17120-0041

**Please do not send this instruction page or the License Agreement pages.**

**IMPORTANT - READ CAREFULLY BEFORE RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE. BY RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE AND/OR USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING SOFTWARE LICENSE AGREEMENT.**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
SOFTWARE LICENSE AGREEMENT

**This Software License Agreement ("Agreement")**, including the Warranty and Special Provisions, is a legal agreement between you (either an individual or an entity) and the Pennsylvania Department of Transportation ("Department"). *By opening the sealed software packet(s) and/or using the software, you are agreeing to be bound by the terms of this agreement.* The terms and conditions of this agreement apply to engineering software licensed by the Department ("Software"). Failure to comply with these terms and conditions shall render the License granted upon receipt of the Software null and void and shall release the Department from claims of any nature arising out of the use of the Software.

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7. Reservation of Rights. The Department retains all rights not expressly granted to you by this Agreement. Nothing contained in this Agreement constitutes a waiver by the Department of its rights under United States copyright laws or any other national, international, state or local law.
8. Modification. This Agreement may not be modified in any manner by any employee of the Department.
9. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the Commonwealth of Pennsylvania.
10. Warranty and Special Provisions.
  - a. **THE DEPARTMENT EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
  - b. **THE DEPARTMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
  - c. **THE DEPARTMENT DOES NOT WARRANT OR GUARANTEE THE RELIABILITY OF THE SOFTWARE AS A SUBSTITUTE FOR SOUND ENGINEERING JUDGEMENT.**
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  - e. **THE DEPARTMENT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM (1) THE USE OR INABILITY TO USE THE SOFTWARE OR ANY ACCOMPANY DOCUMENTATION AND/OR (2) ANY DEFECT IN THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION.**
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  - g. **THE DEPARTMENT'S LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY THE DEPARTMENT SHALL BE THE REPAIR OR REPLACEMENT OF THE SOFTWARE WHICH IS RETURNED TO THE DEPARTMENT. ALL REMEDIES SET FORTH IN THIS LICENSE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.**
  - h. **THE DEPARTMENT RETAINS THE RIGHT TO TRANSFER THIS LICENSE TO A CONTRACTOR WHOM THE DEPARTMENT RETAINS OR TRANSFERS THE RIGHTS TO MODIFY AND/OR MAINTAIN THE SOFTWARE PROVIDED UNDER THIS AGREEMENT.**

**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
ENGINEERING SOFTWARE LICENSE REQUEST**

Company/Agency: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Mailing Address	Site License Address (If different from mailing address) Address of office where the software will be installed and used.

Check boxes below to request software. Leave License No. blank.

License No. \_\_\_\_\_  Standard License Fee \*

**Graphical User Interface for all Engineering Software**

\_\_\_\_\_  **EngAsst**- Engineering Assistant \$ 300

**LRFD Bridge Design Software**

- \_\_\_\_\_  **ABLRFD**- LRFD Abutment and Retaining Wall Design and Analysis \$1500
- \_\_\_\_\_  **BPLRFD**- LRFD Bearing Pad Design and Analysis \$ 600
- \_\_\_\_\_  **BXLRFD**- LRFD Box Culvert Design and Rating \$1500
- \_\_\_\_\_  **FBLRFD**- LRFD Floorbeam Analysis and Rating \$1500
- \_\_\_\_\_  **PSLRFD**- LRFD Prestressed Concrete Girder Design and Rating \$1500
- \_\_\_\_\_  **SPLRFD**- LRFD Steel Girder Splice Design and Analysis \$ 600
- \_\_\_\_\_  **STLRFD**- LRFD Steel Girder Design and Rating \$1500
- \_\_\_\_\_  **TRLRFD**- LRFD Truss Analysis and Rating \$1000

**Miscellaneous Engineering Software**

- \_\_\_\_\_  **ABUT5** - LFD Abutment and Retaining Wall \$ 500
- \_\_\_\_\_  **ARCH** - LFD Arch Analysis and Design \$ 500
- \_\_\_\_\_  **BAR7** - Bridge Analysis and Rating \$ 500
- \_\_\_\_\_  **BOX5** - LFD Box Culvert Design and Rating \$ 500
- \_\_\_\_\_  **BRGEO** - Bridge Geometry \$ 500
- \_\_\_\_\_  **BSP** - Beam Section Properties \$ 500
- \_\_\_\_\_  **CAMBR** - Field Check of Camber \$ 500
- \_\_\_\_\_  **CBA** - Continuous Beam Analysis \$ 500
- \_\_\_\_\_  **PS3** - LFD Prestressed Concrete Girder Design and Rating \$ 500
- \_\_\_\_\_  **SIGN** - Sign Structure Analysis \$ 500

\*  **Local Gov't Agency or Educational Institution. \$100 per license.**

**Federal and State Transportation Agency. No fee required.**

**Tax-Exempt Organization. Must provide PA Exemption Certificate (Form REV-1220).**

**Non-PA Organization. Both Mailing and Site address must be outside of PA.**

**SubTotal : \$** \_\_\_\_\_

**6% PA Sales Tax: \$** \_\_\_\_\_

**Number of Programs Requested:** \_\_\_\_\_

**Total Payment Enclosed: \$** \_\_\_\_\_

**This Request Form must be signed by a senior official authorized to enter into the License Agreement (e.g., President, Vice-President, Chairman, Chief Executive Officer or Chief Operating Officer).**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<b>TO BE COMPLETED BY PENNDOT</b>		
Date Received: _____	by: _____	Amount: \$ _____
Date Logged: _____	by: _____	Check #: _____
Date Sent: _____	by: _____	